

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 6/14/2012

Action Requested By:
ITS

Agenda Item Type
Resolution

Subject Matter:

Communications Tower Lease Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Communications Tower Lease Agreement between the City of Huntsville and Madison County Communication District.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \$

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Wayne Sparks

Date: 6-13-2012

ROUTING SLIP CONTRACTS AND AGREEMENTS

Council Meeting Date: 6/14/2012

Phone # **427-6711**

Contract or Agreement: Communications Tower Lease Agreement

Document Name: **Communications Tower Lease Agreement**

Figure 1

[illegible]

D

Procurement Agreements	
<u>Not Applicable</u>	<u>Not Applicable</u>

Not Applicable

Grant-Funded Agreements	
<u>Not Applicable</u>	Grant Name:

Grant Name:

Department	Signature	Date
1) Originating	Wayne Smith	6-13-2012
2) Legal	W. Smith	6-13-12
3) Finance	W. Smith	6-14-12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville, and the Madison County Communication District, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "COMMUNICATIONS TOWER LEASE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE MADISON COUNTY COMMUNICATION DISTRICT," consisting of twenty (20) pages including Exhibits A-D, and the date of June 14, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of June, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of June, 2012.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

COMMUNICATIONS TOWER LEASE AGREEMENT

Dated as of January 1, 2012

THE CITY OF HUNTSVILLE, ALABAMA ("Landlord") and **MADISON COUNTY COMMUNICATION DISTRICT**, ("Tenant"), agree as follows.

1. Preliminary Statements. Landlord is the title owner of the real property described on Exhibit A attached hereto (the "Master Site", also known as "Burritt Museum"), and which is presently used for, among other things, maintenance of a museum and park. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Master Site, which portion is particularly described on Exhibit B attached hereto (the "Tower Site"), for use in the maintenance of an existing communications tower for the benefit of those served by Tenant, including the City of Huntsville Police and Fire services. The parties intend that Landlord reserve certain rights with respect to the Master Site and that Landlord lease to Tenant certain rights with respect to the area consisting of the Tower Site. Pursuant to the terms and conditions of this Tower Lease Agreement (this "Lease"), Landlord does hereby lease to Tenant the Tower Site, together with the additional rights with respect to ingress, egress and utilities afforded to Tenant in Section 8 hereof.

2. Term. The initial term of this Lease shall be for a period commencing as of the Commencement Date (as hereinafter defined) and ending on the earlier to occur of: (a) the date which is twenty-five (25) years following the Commencement Date, or (b) the date on which this Lease is terminated pursuant to the provisions of Section 13 hereof.

3. Rent; Expenses.

(a) **Rent.** Tenant shall pay to Landlord, and Tenant covenants and agrees that Tenant will pay to Landlord at the address specified in this Lease for the giving of notices to Landlord, or at such other places Landlord may specify, without any right of setoff, deduction, counterclaim, suspension or abatement and without any prior notice or demand, rent in the amount of \$10 per year (the "Rent"). The Rent shall be payable, in advance, beginning on the date hereof (the "Commencement Date"). By execution of this Agreement, Landlord acknowledges receipt of rent for the entire term (\$250.00).

(b) **Expenses.** Tenant shall be responsible for costs and expenses associated with the Tower Site. Landlord shall not be responsible to Tenant or otherwise, in relation to (i) any casualty; (ii) any taking; (iii) any prohibition, limitation, restriction, prevention of, or interference with, Tenant's use, occupancy or enjoyment of the Tower Site, except as a result of Landlord's intentional interference without cause; (iv) the impossibility or illegality of performance by Landlord, Tenant or both; (v) taxes levied upon the Tower Site or any other portion of the Master Site; or, (vi) the cost of operation of the Tower Site, including without limitation, the cost of utilities.

4. Improvements and Alterations. From time to time during the term of this Lease Agreement, tenant intends to make certain improvements to the tower presently located on the Tower Site, including erection of and improvements to the existing communications tower and appurtenances (the "Improvements"). Initial improvements to be provided by Lessee or listed on Exhibit C. Tenant shall be obligated to obtain all necessary governmental approvals for the construction of the Improvements and shall bear all costs associated with the proper design, development and construction of the Improvements. Tenant shall improve and maintain the existing tower and Improvements in a manner that will not interfere with Landlord's use and enjoyment of the Master Site.

5. Liens. Tenant shall have no right, authority or power to bind Landlord, or any interest of Landlord in any portion of the Master Site, for any claim for labor or material or for any other charge or expense incurred in the construction of the Improvements, including any change, alteration or addition thereto or any replacement or substitution therefor, nor to render Landlord's interest in any portion of the Master Site liable to any lien or right of lien for any labor or material or other charge or expense incurred in connection therewith, and no agency or joint venture relationship shall exist between Tenant and Landlord with respect to the construction, repair or operation of the Improvements or any replacement or substitution therefor. Notwithstanding the foregoing, if any lien for labor or materials or both supplied or claimed to have been supplied with respect to the Improvements shall be filed against any portion of the Master Site, Tenant shall indemnify and hold Landlord harmless from any and all claims, liabilities, costs, actions or expenses arising out of the filing of any such lien.

6. Tenant to Maintain the Project. Tenant, at Tenant's expense, shall keep the Tower Site, and any related improvements, including the existing tower, in good repair and condition and, at Tenant's expense, in compliance with all applicable laws at all times, and shall keep the Tower Site appropriately landscaped and in a clean and slightly condition. Tenant shall promptly, and at Tenant's expense, remedy any damage to or disturbance of the Master Site or improvements located thereon, to the extent such damage or disturbance arises from or relates to Tenant's operations or activities.

7. Title and Quiet Enjoyment. Landlord represents and warrants that it is authorized to execute this Lease for the term herein granted under the terms and conditions provided herein. Landlord covenants that Tenant, on the performance of the terms and conditions of this Lease, shall and may peaceably and quietly have, hold and enjoy the Tower Site for the full term of this Lease.

8. Utilities and Access. Landlord hereby leases to Tenant the following additional rights with respect to utilities, ingress and egress: the right to ingress and egress to the Tower Site over the Master Site, but only by use of the drives, ways and routes as they exist from time to time or may be designated by Landlord from time to time, and only to the extent such ingress and egress does not unreasonably interfere with the Landlord's use and enjoyment of the Master Site; and, the right to install utility lines, for the benefit of the Tower Site, over and across the Master Site, provided that such installation shall be subject to the prior approval of Landlord with respect to location, character and extent (which shall not be unreasonably withheld) and provided that such utility lines shall not interfere with the Landlord's use and enjoyment of the Master Site. Landlord reserves the right: to enter upon the Tower site, from time to time, as

necessary or convenient to its use and enjoyment of the Master Site or to determine Tenant's compliance with the terms of this Lease.

9. Removal of Improvements. Upon the termination of this Lease, Tenant shall, at Landlord's request, promptly cause the removal, at Tenant's expense, of all Improvements and otherwise restore the Tower Site to substantially the condition of the same prior to the Commencement Date. To the extent there then exists any utility facilities for the benefit of the Tower Site on the premises of the Master Site, the same shall be undisturbed and be and remain the property of Landlord.

10. Default By Tenant and Remedies.

(a) **Event of Default.** In the event Tenant shall fail to keep or violates any condition or agreement in this Lease on the part of the Tenant to be performed, or if Tenant shall abandon its use of the Tower Site, and if such failure, violation or abandonment shall have continued for a period of 30 days after written notice of default from Landlord to Tenant specifying the event of default, then, except as hereinafter specified, such violation or failure shall be deemed to constitute an Event of Default, and Landlord shall have all of the rights to which it may be entitled to hereunder and/or by applicable Laws. Without limiting the foregoing, this Lease may be terminated by Landlord, at Landlord's election, prior to the completion of the term hereof, upon the occurrence of an Event of Default and upon Landlord providing notice to Tenant specifically stating that Landlord is terminating this Lease.

(b) **Rights are Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative of all rights and remedies otherwise available to Landlord at law or in equity, and none shall exclude any other right or remedy. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

(c) **No Default or Abatement of Tenant's Obligations.** Irrespective of the foregoing, in the event any non-monetary default cannot be cured within the thirty-day period referenced in Section 13(a), the period for curing same shall be extended for as long as shall reasonably be required to cure same so long as Tenant prosecutes such cure with continuity and due diligence. Without limiting the rights of Landlord, it is agreed that neither the exercise by Landlord of any or all of its rights under this Lease or under applicable Law nor the termination of this Lease by Landlord due to an Event of Default shall in any way relieve Tenant of Tenant's obligation to Landlord first accruing hereunder prior to the termination of this Lease or arising at anytime pursuant to Sections 9 or 12 hereof.

11. Default by Landlord. In the event Landlord shall fail to keep or violates any condition or agreement in this Lease on the part of Landlord to be performed and if such failure or violation shall have continued for a period of 30 days after written notice of default from Tenant to Landlord specifying the event of default, then, except as hereinafter specified, such violation or failure shall be deemed to constitute an Event of Default. Irrespective of the foregoing, in the event any default cannot be cured within the thirty-day period referenced in this Section 11, the period for curing same shall be extended for as long as shall reasonably be required to cure same so long as Landlord prosecutes such cure with continuity and due

diligence. Upon the occurrence of an Event of Default, Tenant shall have all of the rights to which it may be entitled to hereunder and/or by applicable Laws.

12. Indemnification. To the extent permitted by Law, Tenant shall indemnify and hold Landlord harmless from any and all claims, liabilities, costs, actions or expenses arising out of Tenant's operations or activities associated with any portion of the Master Site.

13. Notices. Any notice, demand, approval or other communication provided for in this Lease will be in writing and will be delivered by overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage paid, to the appropriate party at its address as follows:

If to Landlord:

City of Huntsville

Attention City Clerk
308 Fountain Circle
Huntsville, AL 35801
Telephone: 256.427.5088

If to Tenant:

Madison County Communication District
Attention: Chief Executive Officer
5827 Oakwood Road, NW
Huntsville, Alabama 35806
Telephone: 256.722.7341

Any communication (a) if given by mail, will be effective upon the earlier of (i) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (ii) actual receipt, as indicated by the return receipt; and (b) if given by personal delivery or by overnight air courier, when delivered.

14. Successors, Assigns and Conditions. Tenant shall not use the Tower Site for purposes other than maintenance of a communications tower and uses incidental thereto. Tenant shall not assign or transfer its interests hereunder without the express written consent of Landlord. Any transfer or assignment by Tenant without Landlord's written consent shall be void. The rights and benefits herein contained shall inure to the benefit of Landlord's successors and assigns. The rights and benefits herein contained shall inure to the benefit of Tenant's successors and assigns, subject to the Landlord consent provisions herein provided.

15. Disputes. In the event any litigation is commenced with respect to any matter set forth in this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the nonprevailing party.

16. Compliance with Laws. Tenant shall conform to and observe all laws of the United States of America, State of Alabama, City of Huntsville, and all public authorities, boards or offices, relating to the project herein contemplated and will not during such term permit the Tower Site, the Improvements or appurtenances related to either to be used for any illegal or immoral purpose, business or occupation; provided that nothing herein contained shall be construed as preventing or interfering with the contestation by Tenant, at its own expense, of any such laws that it may consider unlawful or oppressive, and Tenant shall not be considered in default with respect to such contested matter so long as Tenant is contesting same in good faith and the matter remains undetermined by final judgment.

17. No Waiver. No waiver of any condition or covenant in this Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach. In the event Tenant shall fail to perform any obligation to Landlord hereunder due, Landlord shall be entitled to perform such obligation and recover the reasonable cost thereof from Tenant, provided Tenant was provided reasonable notice of Tenant's failure to perform and of Landlord's intention to perform in Tenant's stead, and at Tenant's cost. Performance by Landlord, of obligations in Tenant's stead, shall not be deemed a waiver of Tenant's future performance of any obligation thereafter accruing or an imposition of any obligation upon Landlord to perform future tasks in Tenant's stead.

18. Consents; Amendment. In each instance where either parties' consent or approval is necessary or appropriate pursuant to the terms of this Lease, such consent or approval will not be unreasonably withheld, conditioned or delayed and may be provided by the chief executive of the party, or his designee, said party or his designee being hereby authorized and empowered to act in his discretion. This Lease shall not be modified or amended except by mutual written agreement.

19. Transfer of Existing Tower and Site Maintenance. Landlord acknowledges that although tenant is granted access to the tower and tower site as of the commencement date hereof, tenant is not obligated to fully maintain and absorb the cost of tower and site maintenance until all analog radios of the City utilizing the 9-1-1 Radio system are turned off.

20. Covenants Running with the Land. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the Landlord and Tenant and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein.

21. Insurance. Tenant shall maintain, with a carrier authorized to issue such policies of insurance under Alabama Law, a commercial general liability policy with minimum liability limits of \$3,000,000 throughout the term of this Lease and shall furnish proof of the same to Landlord upon demand.

22. Holdover. Should Tenant, or any of Tenant's successors in interest, hold over on or after the expiration of the term of this Lease without the permission of Landlord, unless otherwise agreed in writing, such holding over shall constitute and be construed as a month to month tenancy at sufferance only subject to all the terms and provisions of this Lease (to the extent applicable to a tenancy at sufferance) and shall not be an extension of the term of this

Lease. Basic Rent for such tenancy shall be equal to the annual rent paid by Tenant prior to the expiration or termination and payable on an annual basis, with all other obligations being due and payable as herein provided. The inclusion of this Section shall not be construed as Landlord's consent for Tenant to hold over. Any such month-to-month tenancy may be terminated by either party hereto giving the other 20 days' prior written notice of such termination.

23. No Partnership or Joint Venture. Under no circumstances shall Landlord and Tenant be deemed or held to be partners or joint venturers in or concerning the project to be developed, constructed, and operated under this Lease.

24. Holdover Tower Users. It is recognized and understood by tenant that the City of Huntsville has obligations to users identified by Exhibit D hereof for maintenance of certain communications equipment on the existing tower located on the Tower Site. Tenant agrees to honor all of the obligations heretofore entered by the City and referred to on Exhibit C, according to the terms thereof.

25. Continuing Cooperation. The parties heretofore entered into that certain 9-1-1 EMERGENCY TELEPHONE AND RADIO SERVICES AGREEMENT dated as of March 1, 2011, and authorized by City of Huntsville Resolution No. 11-1032, among the Madison County Communications District; the City of Huntsville, Alabama; Madison County, Alabama; the City of Madison, Alabama; and Huntsville Emergency Medical Services, Inc. This agreement is specifically intended to implement the obligations of the parties under that agreement, and specifically ARTICLE VII thereof, requiring continued cooperation of the parties.

26. No Merger of Title. There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same person, firm, corporation or other entity may acquire, own or hold, directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease, and/or (b) such leasehold estate and the fee estate in any portion of the Master Site.

27. Miscellaneous. This Lease shall be interpreted according to the laws of the State of Alabama. Any covenant, term, or provision of this Lease which calls for any action or imposes any liability or obligation after the expiration or termination of this Lease shall survive the expiration or termination of this Lease. This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. The waiver by either party of a breach or violation of any provisions of this Lease shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Lease is held to be unenforceable or invalid for any reason, this Lease shall remain in full force and effect and enforceable in accordance with its terms disregarding such enforceable or invalid provision. The captions or headings in this Lease are made for convenience and general reference only and should not be construed to describe, define or limit the scope and intent of the provisions of this Lease. This Lease may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be

detached from the counterparts and attached to a single copy of this document to physically form one document. The parties acknowledge that this Lease was initially prepared by Tenant's Counsel solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all of the language used in this Lease and that, because all parties and their counsel participated in negotiating and drafting this Lease, no rule of construction shall apply to this Lease which construes ambiguous and unclear language in favor of or against any party because such party drafted this Lease. With respect to all provisions of this Lease, time is of the essence. The word "including," when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific terms or matters as provided immediately following the word "including" or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) are used with reference to the word "including" or the similar items or matters, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general statement, term or matter. References to any party in the singular, or as "him," "her," "it," "its," "itself," or other like references, shall also be deemed to include the plural or the masculine or feminine reference, as the case may be. References to any of the Parties in the plural, or as "they," "them," "their," or other like references, shall also be deemed to include the singular reference.

- SIGNATURES ARE ON THE FOLLOWING PAGES -

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

"Landlord"

City of Huntsville, Alabama

Tommy Battle, Mayor

Attest: _____
Charles Hagood, City Clerk/Treasurer

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Officer and with full authority, executed the same voluntarily for and as the act of the said City of Huntsville, Alabama.

Given under my hand and seal this the _____ day of _____, 2012.

Notary Public

My commission expires: _____

[SEAL]

"Tenant:"

Madison County Communication District

Ernie Blair, CEO

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ernie Blair, whose name as Chief Executive Officer of Madison County Communication District, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the _____ day of _____, 2012.

Notary Public

My commission expires: _____

[SEAL]

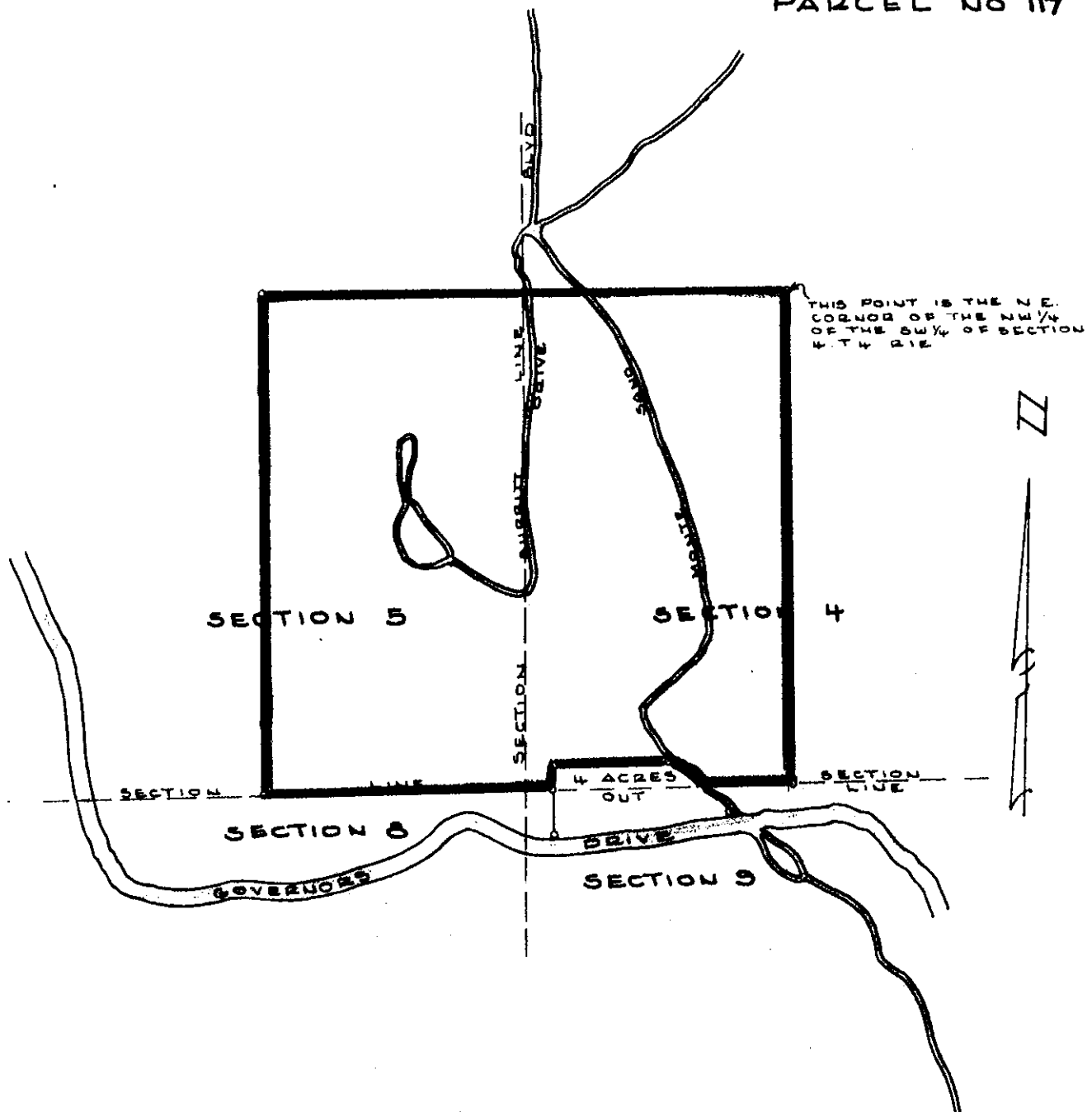
THIS INSTRUMENT PREPARED BY:

Charles H Younger
217 Randolph Ave
P.O. Box 2795
Huntsville, AL 35804

EXHIBIT A

Description of Master Site

PARCEL NO 117



PLAT OF
BURRITT MUSEUM LANDS
CITY OF HUNTSVILLE PROPERTY
LOCATED IN
SECTIONS 4 & 5, T4S, R1E
HUNTSVILLE, ALABAMA

Scale: 1" = 800'
Date: NOV. 29, 1965 MS

G. W. Jones & Sons
Civil Engineers
Huntsville, Ala.

PARCEL # 117

BURRITT MUSEUM LANDS

LOCATION: Top of Round Top Mountain.

FRONTING: One mile on the East and West side of Monte Sano Boulevard.

DESCRIPTION: The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Four (4), Township Four (4), Range One (1) East; also The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Five (5), Township Four (4), Range One (1) East, being the land conveyed to A. M. Baker by deed from Julia W. Anderson, recorded in Deed Book 121, page 598, in the Probate Office of Madison County, Alabama. LESS AND EXCEPT All that part of the Southwest Quarter of the Southwest Quarter of Section 4 and of the Northwest Quarter of the Northwest Quarter of Section 9, all in Township 4 South, Range 1 East, and particularly described as beginning at a point 135.0 feet East and 106.5 feet North from the Southwest corner of said Section 4; thence due East 670.5 feet to a point on the West margin of Monte Sano Road; thence along the West margin of said road, South 55 degrees East 131.5 feet to a curve in said road; thence continuing along the West margin of said Monte Sano Road, South 63 degrees 45 minutes East 170.6 feet to its intersection with the North margin of U.S. Highway No. 431; thence along the North margin of U.S. Highway No. 431 as it meanders as follows: South 87 degrees 50 minutes West 182.0 feet, North 85 degrees 00 minutes West 167.6 feet; North 79 degrees 25 minutes West 23.6 feet; South 84 degrees 10 minutes West 223.0 feet; South 69 degrees 00 minutes West 69.0 feet; South 73 degrees 25 minutes West 242.0 feet; thence leaving the highway, due North 312.5 feet to the point of beginning and containing 4.00 acres, more or less.

HOW ACQUIRED: By will.

ACQUISITION DATE: Will probated May 12, 1955.

RECORDED: Will Book 7, Page 205

TITLE: Fee Simple with restrictions.

RESTRICTIONS: Provided, however, that the city authorities will by proper resolution agree to maintain said property for a park and museum and provided further that in the event that said

city should fail or cease to maintain said property for the purpose or purposes herein specified using therefore not only the annuity, hereinafter granted to it by me from the residue of my estate, but such other funds as may be needed to maintain the property in reasonably attractive and appropriate condition, then upon such failure on the part of the city, the trustee shall offer said property to the State of Alabama upon the same terms, conditions and limitations including the annuity hereinafter provided in paragraph (b) of Item Six hereof.

ZONING: Residence "1".

CONSIDERATION: Property inherited.

REMARKS:

Exhibit B

Description of Tower Site

BURRITT MUSEUM TOWER SITE

See Exhibits B-1, B-2, and B-3 attached hereto.

EXHIBIT "B-1"
LESSOR'S PROPERTY

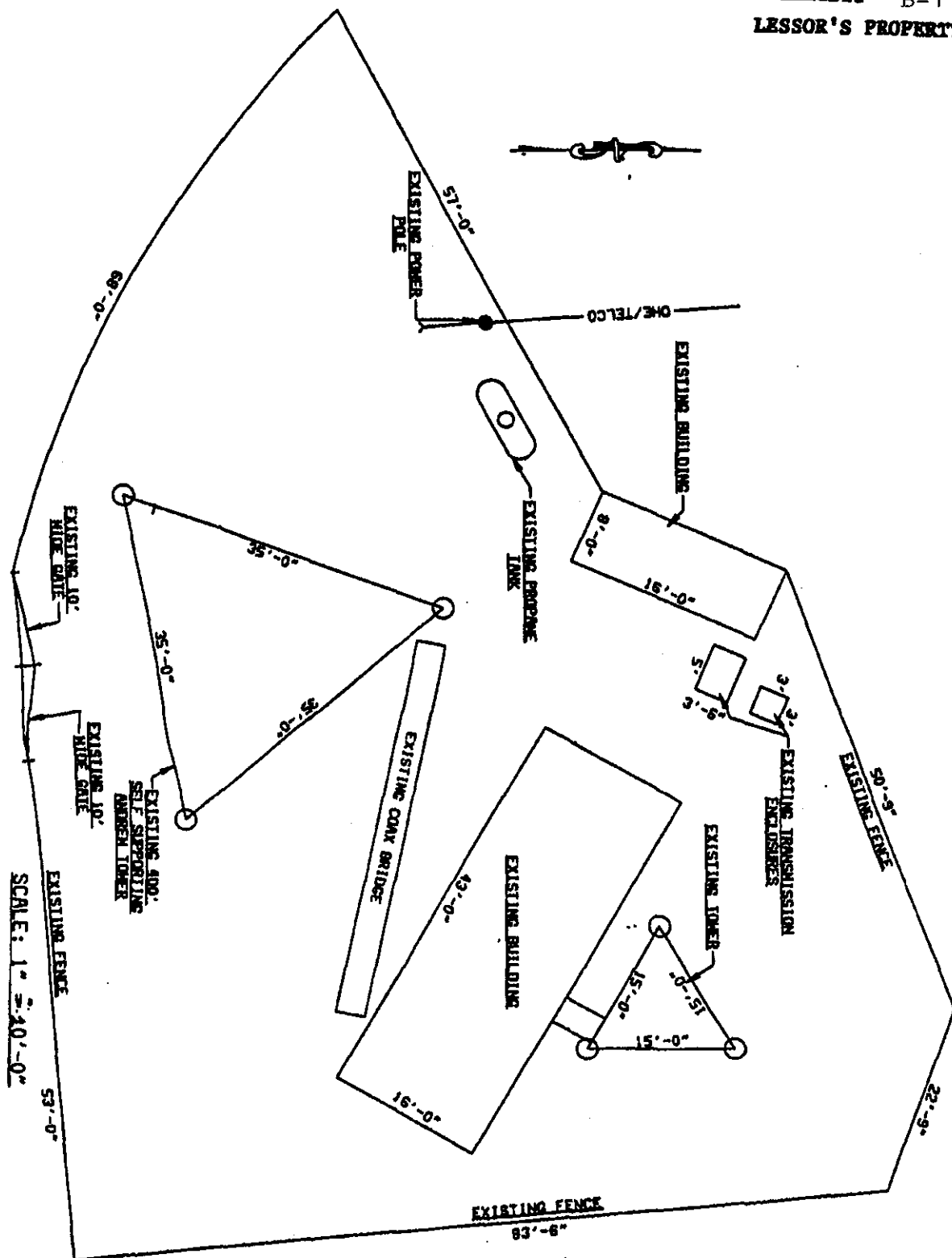
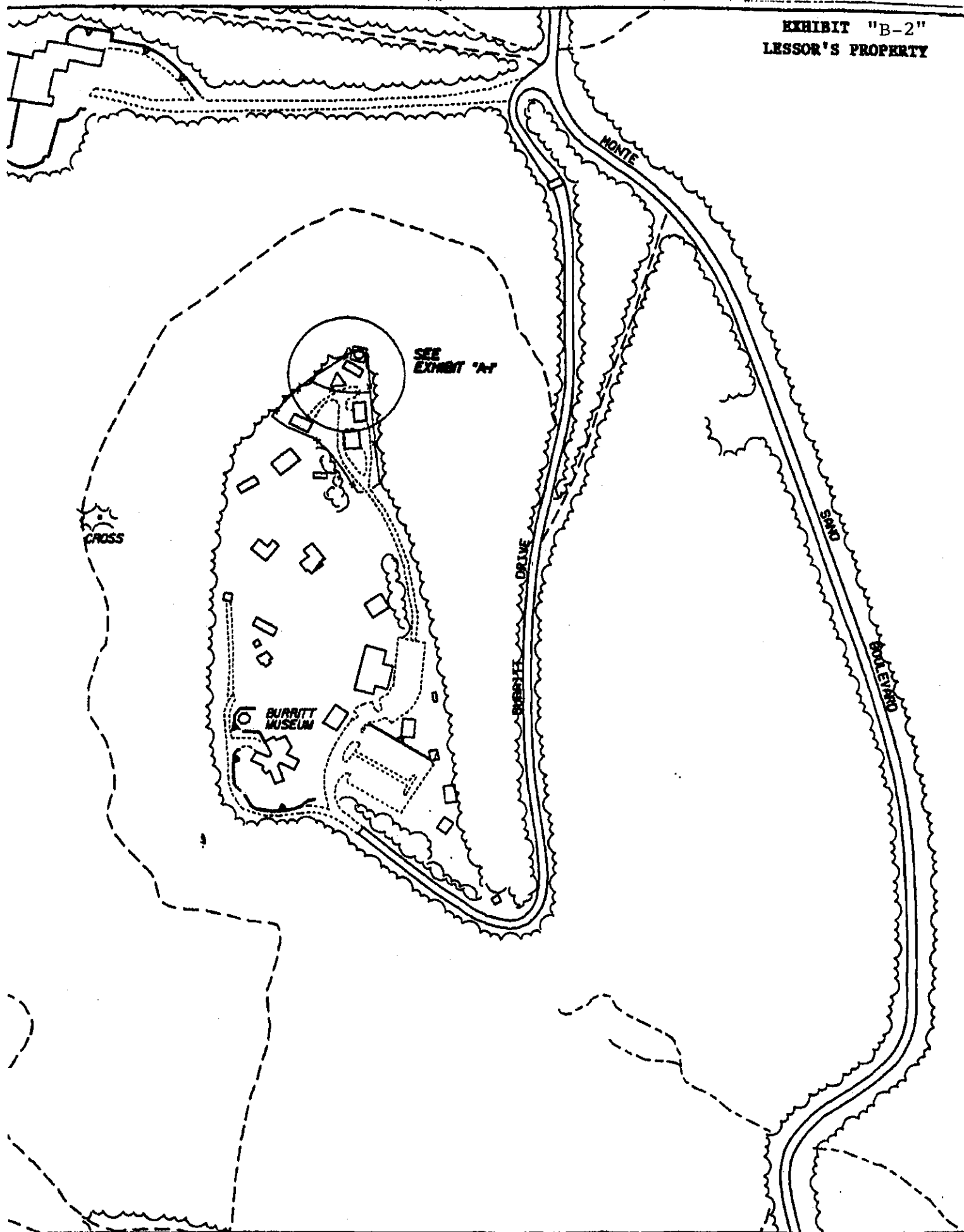


EXHIBIT "B-2"
LESSOR'S PROPERTY



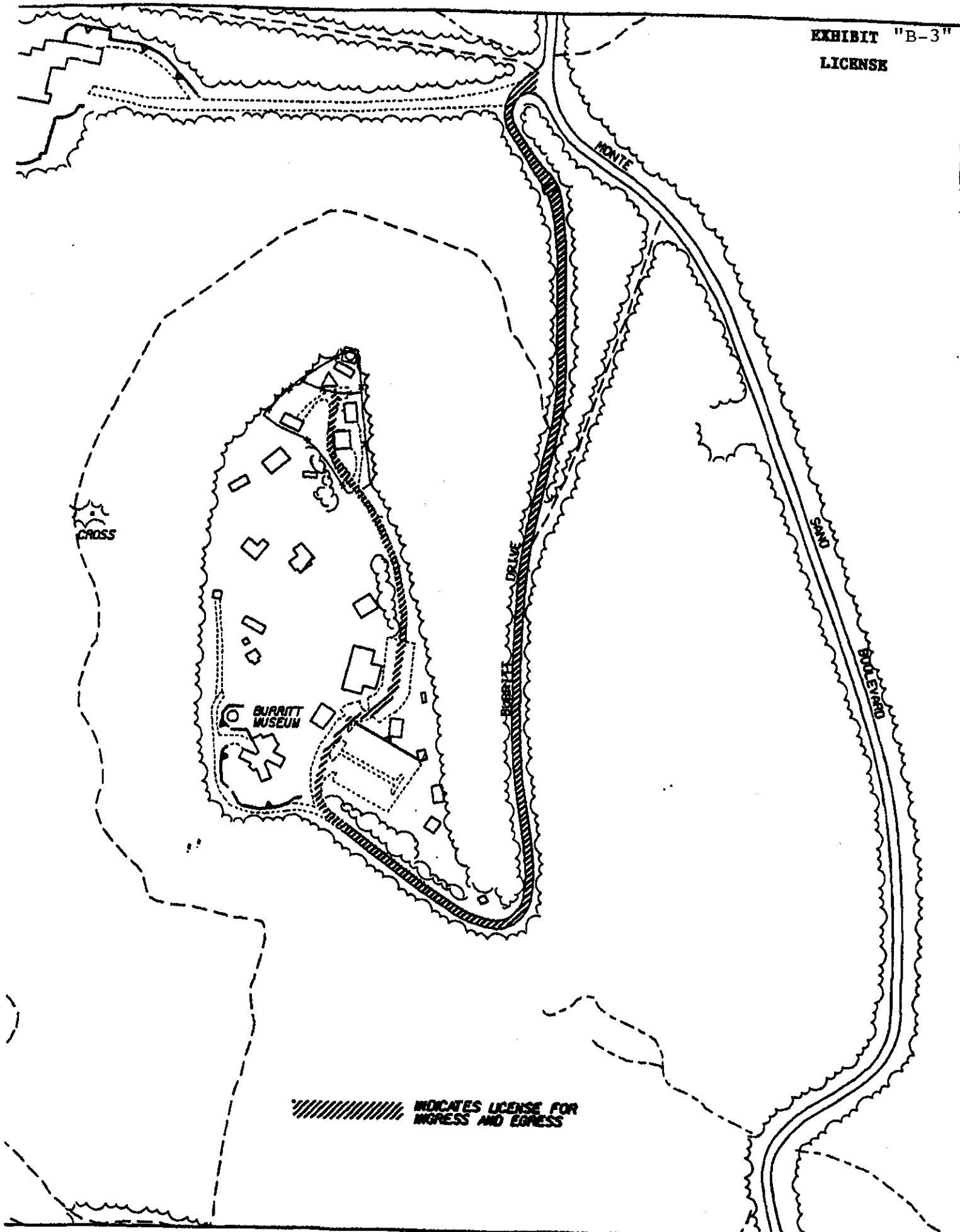


EXHIBIT C
INITIAL IMPROVEMENTS
BURRITT MUSEUM TOWER

- 1.) Replace aging back-up generator with a new Microprocessor-based 60kW generator set manufactured by Cummins Power Generation, Model GGHC, with outdoor enclosure and 225 Amp Cummins Power Generation Model OTEC automatic transfer switch (purchase price \$22,900 + installation).
- 2.) Install new Liebert Nfinity model NB2050712600 Uninterruptible Power System (purchase price: \$20,920 + installation).
- 3.) Upgrade electrical system in the building to accommodate the additional equipment required at the site for the P-25 Countywide radio system.
- 4.) Install improved security alarms and/or video camera systems (estimated cost: \$5,000)

This represents an improved value to the tower site in the mid fifty-thousand dollar range.

Improvements provide better security, safe and reliable electrical power access, and extremely reliable back-up power including power generation and UPS coverage.

EXHIBIT D
HOLDOVER TOWER USERS

Lessee	Height	Frequency	Antenna	Line	Notes
Not used	65 N Leg	806-896MHz	PD10108-1 Yagi	1/2"	
Traveller	80 N Leg	5.742-5.806GHz	Channel Master 3041124 Dish (QuickBridge20)	CAT5E	
E911 - Drake	90 N Leg	6.15275Ghz	(1) – Andrew PAR6 – Six foot microwave dish	EW52	ADP-U Pipe Mount
Huntsville ITS	95 W Leg	6.605-6.250GHz	Andrew P8-65D	EW63	2' Standoff Mount
Traveller	100 N Leg	5.250-5.850GHz	QF2-52N Dish	5/8"	2' Standoff Mount
E911 - Rainbow	105 N Leg	6.12310GHz	(2) – Andrew PAR6 – Six foot microwave dish	EW52	ADP-U Pipe Mount
E911 - Keel	105 E Leg	6.06380GHz	(3) – Andrew PAR6 – Six foot microwave dish	EW52	ADP-U Pipe Mount
E911 - APT	110 N Leg	4.96000GHz	PTP49600 antenna	CAT5E	
ETV	115 S Leg	2.4-2.6GHz	Lance 2148 - 4' Grid Dish	RG6	
ETV	115 W Leg	2.4-2.6GHz	Lance 2172 - 6' Grid Dish	RG6	
Huntsville Utilities	200	Unknown	Alvarion Panel Antenna	1/4"	
HEMSI	206	462.975MHz	ASP705K	7/8"	4' Standoff Mount
Huntsville Utilities	225	Unknown	Alvarion Panel Antenna	1/4"	
Abandoned	219	Unknown	SSD2-52A Dish	Abandoned	2' Standoff Mount
Huntsville Utilities	225	452.200MHz	DB408-B Antenna	7/8"	3' Standoff Mount
Huntsville Fire	225	154.415MHz	DB264-A Antenna	7/8"	3' Standoff Mount
EMA	225	155.415MHz	DB264-A Antenna	1/2"	3' Standoff Mount
Huntsville Utilities	289 N Leg	900Mhz	DB589Y Antenna	1-1/4"	3' Standoff Mount
Huntsville Utilities	309 S Leg	900Mhz	DB589Y Antenna	1-1/4"	3' Standoff Mount
E911 - TX	350	700-800MHz	(1) TX RX Systems-101-83B-09-0-03	1-5/8"	6' Standoff Mount
E911 - TX	360	700-800MHz	(2) TX RX Systems-101-83B-09-0-03	1-5/8"	6' Standoff Mount
Huntsville ITS	375	800MHz TX	14' Omni	1-1/4"	6' Standoff Mount
Huntsville ITS	380	800MHz TX	14' Omni	7/8"	6' Standoff Mount
Huntsville ITS	380	800MHz TX	14' Omni	1-1/4"	6' Standoff Mount
Abandoned	395	Unknown	SRL420NHD	Abandoned	6' Standoff Mount
Huntsville ITS	400	800MHz RX	14' Omni	7/8"	2' Standoff Mount
Huntsville ITS	400	800MHz Test	428B-83H-01T	1/2"	
E911 - RX & TTA	400	700-800MHz	(3) TX RX Systems-101-83B-09-0-03	1-1/4"	6' Standoff Mount